



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	CCR	A	Contract Number	
M	<input type="checkbox"/>	Change								
X	<input type="checkbox"/>	Cancel								
County Department					Dept.		Orgn.		Contractor's License No.	
Community & Cultural Resources					CCR		CCR			
County Department Contract Representative					Ph. Ext.		Amount of Contract			
Paul Oles					307-0748		\$29,358			
Fund	Dept.	Organization	Appr.	Obj/Rev	Source	Activity	GRC/PROJ/JOB Number			
EMM	CCR	CCR	100	1345						
Commodity Code			Estimated Payment Total by Fiscal Year							
			FY	Amount	I/D	FY	Amount	I/D		
Project Name			FY 99/00	\$29,358						
Gift Store			FY	\$						
			FY	\$						

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Cassie G. Chance

hereinafter called Contractor

Address

P. O. Box 10487

San Bernardino, CA 92423

Phone

Birth Date

(909) 338-0703

Federal ID No. or Social Security No.

559-39-4925

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

I) RESPONSIBILITIES AND DUTIES OF CONTRACTOR:

Contractor shall be responsible for and have the duties of Museum Gift Store Manager as shown on Attachment "A" of this contract.

II) COMPENSATION:

For services rendered under the terms of this Agreement, Contractor shall be compensated at the hourly salary rate of \$14.38 per hour on the standard County time reporting system and payroll schedule. Effective July 1, 2000, Contractor shall be compensated at the hourly salary rate of \$14.74. Effective June 30, 2001, Contractor shall be compensated at the hourly salary rate of \$15.26. Contractor shall be compensated for all required time worked in excess of eighty hours during a pay period on the basis of one and one-half (1½) times the Contractor's regular rate of pay.

III) BENEFITS:

Contractor shall be provided \$133.85 dollars per pay period to participate in the Benefit Plan set forth in Attachment "B". Contractor shall be covered by County's Workers' Compensation Insurance and Public Liability Insurance for hours actually worked under this agreement. Contractor

shall accrue vacation leave at 3.08 hours per pay period and sick leave at 3.39 hours per pay period. Contractor shall accrue and have available for use holiday leave under the terms and conditions set forth in Attachment “C” - Holiday Leave. Contractor shall accrue and have available for use sick leave under the terms and conditions set forth in Attachment “D” – Sick Leave. Contractor shall accrue and have available for use vacation leave under the terms and conditions set forth in Attachment “E” – Vacation Leave. Contractor is eligible to participate in the County’s voluntary 457 Deferred Compensation program.

IV) EXPENSE REIMBURSEMENT:

Contractor shall be reimbursed for expenses set forth in Attachment “F” – Expense Reimbursement and Expense Advance.

V) P.S.T. DEFERRED COMPENSATION PLAN:

Contractor shall participate in County’s PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Contractor shall contribute 5% of the Contractor’s gross earnings, and County shall contribute 2.5% of Contractor’s gross earnings. Contractor’s contributions to PST Deferred Compensation shall be automatically deducted from Contractor’s earnings. Maximum total contributions shall be 7.5% of contractor’s maximum covered wages. Contractor shall be enrolled in the plan on forms approved by the Human Resources Division Chief–Employee Benefits/Transactions.

VI) RETIREMENT SYSTEM:

Contractor shall not be eligible for membership and will not participate in the County’s Retirement System during the term of this contract.

VII) VEHICLE OPERATION:

If the services to be performed under this Agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver’s license at all times during the performance of this Agreement. In order for the Contractor to use any County-owned vehicle during the performance of this Agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor’s driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-

owned vehicle. In order for Contractor to be able to use a private vehicle during the performance of this Agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

- (a) Fifteen Thousand Dollars (\$15,000) for single injury or death;
- (b) Thirty Thousand Dollars (\$30,000) for multiple injury or death;
- (c) Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of this paragraph shall be deemed grounds for automatic termination of this Agreement, pursuant to paragraph 7.

VIII) TERM OF CONTRACT:

This Agreement is for twenty-four months from the date of execution by the parties. This Agreement shall be automatically renewed on each anniversary date of the execution of the Agreement for an additional one (1) year term. Notwithstanding the foregoing, either party may terminate this Agreement at any time without cause by giving the other party fifteen (15) calendar days prior notice in writing. The Director of Community and Cultural Resources shall have full authority and discretion to exercise County's right under this paragraph.

IX) CONFLICT OF INTEREST:

As a condition of employment with the County, Contractor does hereby agree to uphold the Conflict of Interest policy of San Bernardino County, which is stated under Rule I, Section 8, of the San Bernardino County Personnel Rules. Conflict of Interest as follows.

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as

defined herein. An employee is also subject to the provisions of the California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of the Government Code and any Conflict of Interest Code applicable to County employment.

X) CONTINUATION OF SERVICES:

Contract No. 97-740 is hereby terminated. Execution of this contract shall not constitute a break in County services. Contractor shall carry over all existing leave balances and such leave balance shall be immediately available for use.

XI) FULL UNDERSTANDING:

This Agreement constitutes the full and complete understanding between the parties. Contractor shall not be entitled to any compensation or benefit other than what is expressly stated herein.

COUNTY OF SAN BERNARDINO

►
Jon D. Mikels, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

Clerk of the Board of Supervisors of the County of San Bernardino.

By _____
Deputy

(State if corporation, company, etc.)

By ►
Cassie G. Chance

Dated _____

Title _____

Address P. O. Box 10487

San Bernardino, CA 92423

Approved as to Legal Form

►
County Counsel

Date _____

Reviewed as to Affirmative Action

►

Date _____

Reviewed for Processing

►
Agency Administrator/CAO

Date _____